

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

GENERAL NUTRITION CORPORATION,)
Plaintiff,)
vs.)
K & R NUTRITION, INC., RICHARD R. COLON,) Civil Action No. 18-1125
and AMADOR J. COLON,)
Defendants.)

ORDER

AND NOW this 2nd day of January, 2019, after Plaintiff having filed a complaint (ECF No. 1) and a motion for default judgment (ECF No. 7), and after a Report and Recommendation was filed by the United States Magistrate Judge granting the parties a period of time after being served with a copy to file written objections thereto, and no objections having been filed, and upon independent review of the motion and the record, and upon consideration of the Magistrate Judge's Report and Recommendation (ECF No. 17), which is adopted as the opinion of this Court,

IT IS HEREBY ORDERED that Plaintiff's motion for default judgment is GRANTED (ECF No. 7). Plaintiff shall recover jointly and severally from Amador Colon and K&R Nutrition Inc. as follows:

- a. The sum of \$442,000;
- b. Attorneys' fees and costs in the amount of \$22,324.82.

IT IS FURTHER ORDERED that Defendants Amador Colon, K&R Nutrition, Inc. and all parties acting by, through or on behalf of these defendants, are prohibited from violating the terms of their Franchise Agreements, as defined in Plaintiff's Complaint, including the restrictive covenants prohibiting Defendants from operating a competing business within five (5) miles of their former GNC franchise stores in Kernersville (Store No. 8688) and Raleigh (Store No. 1692),

North Carolina. The restrictive covenant provision in the Franchise Agreements shall run from the date of the termination of the Franchise Agreements to one (1) year from the date of this Order.



MARILYN J. HORAN
United States District Judge